

This order is SIGNED.

Dated: April 2, 2019



JOEL T. MARKER
U.S. Bankruptcy Judge



msc

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Attorneys for Chapter 7 Trustee, J. Kevin Bird

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH
Central Division

In re

ALFRED DON DAVIES and
MARY JANE DAVIES,

Debtors.

Bankruptcy Case No. 17-26875 JTM
(Chapter 7)

ORDER APPROVING PURCHASE AND SALE AGREEMENT

On March 13, 2019, J. Kevin Bird, Chapter 7 Trustee (the “**Trustee**”), filed his *Motion for Approval of Purchase and Sale Agreement* (the “**Motion**”) [Dkt. 38].

Having determined that proper notice was given to creditors and parties in interest as required by Bankruptcy Local Rule 9006-1, having considered the Motion on file and representations made therein, and having noted that no objection has been filed in connection with said Motion, and good cause appearing, it is hereby:

ORDERED that the *Purchase and Sale Agreement* (the “**Agreement**”) attached hereto as Exhibit “A” is approved; and it is further

ORDERED that the Trustee is authorized to execute all documents reasonably necessary to effectuate the terms of the Agreement.

End of Document

Designation of Parties to Receive Notice of Court Order

Service of the foregoing **ORDER APPROVING PURCHASE AND SALE AGREEMENT** shall be served on the parties in the manner designated below:

By Electronic Service: I certify that the parties of record in this case, as identified below, are registered CM/ECF users.

Adam S. Affleck	asa@princeyeates.com; debbie@princeyeates.com;
	andalin@princeyeates.com; docket@princeyeates.com
Mark C. Rose	mrose@mbt-law.com

By U.S. Mail: In addition to the parties receiving notice through the CM/ECF system, the following parties should be service notice pursuant to Fed R. Civ. P. 5(b):

Alfred Don Davies
525 East 600 North
Roosevelt, UT 84066

Mary Jane Davies
525 East 600 North
Roosevelt, UT 84066

/s/ Adam S. Affleck
(Signature by Filer)

EXHIBIT A

PURCHASE AND SALE AGREEMENT

This purchase and sale agreement (this "**Agreement**") is by and between J. Kevin Bird (the "**Trustee**"), in his capacity as trustee in the chapter 7 bankruptcy case of Alfred Don Davies and Mary Jane Davies (the "**Debtors**"), Case No. 17-22875 JTM (Bankr. D. Utah), and Brighton Farms, LC (the "**Purchaser**").

RECITALS

A. On August 8, 2017, the Debtors filed a joint petition commencing their chapter 7 case (the "**Bankruptcy Case**") under the United States Bankruptcy Code.

B. The Debtors' chapter 7 estate (the "**Estate**") includes property consisting of four shares of Class "C" capital stock of Dry Gulch Irrigation Company (the "**Property**").

C. On February 15, 2019, the Debtors indorsed the *Certificate for 4 Shares* and delivered the same to J. Kevin Bird, Chapter 7 Trustee.

D. The Purchaser is a limited liability company and owner of land in the area of Duchesne County which is served by the use of water under class "C" shares of Dry Gulch Irrigation Company.

E. Under the terms and conditions set forth below, the Purchaser agrees to purchase, and the Trustee agrees to sell, the Estate's interest in the Property.

AGREEMENT

WHEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. This Agreement shall be effective upon entry of a final order of the Bankruptcy Court in Case No. 17-22875 approving this Agreement (the "**Effective Date**").

2. Within ten days of the Effective Date, Purchaser shall pay \$20,000 in certified funds, payable to "J. Kevin Bird, trustee," referencing Bankruptcy Case No. 17-22875, and delivering the same to his counsel, Adam S. Affleck at 15 West South Temple, Suite 1700, Salt Lake City, 84101.

3. Upon receipt of cleared funds, the Trustee shall indorse and deliver the *Certificate for 4 Shares* to Purchaser.

4. Within a reasonable time after executing this Agreement, the Trustee shall file a motion with the Bankruptcy Court seeking approval of the same.


5. This Agreement and the sale of the Property is subject to the receipt of higher and better offers that may be received by the Trustee any time before the objection deadline set for the motion for approval of the Agreement. If a higher and better offer is received, the Trustee shall inform Purchaser of the terms and allow sufficient opportunity for Purchaser and the party making the higher and better offer to bid against each other until a highest and best offer is accepted by the Trustee.

6. If either party breaches this Agreement, the non-breaching party shall be entitled to reasonable attorney's fees and costs to enforce it.

7. The following provisions are also an integral part of this Agreement: This Agreement shall bind and benefit the parties' respective successors. This Agreement may be signed in counterparts. A faxed transmittal or an e-mail transmission of a digital or electronic image bearing a signature will serve as delivery of an original. The Agreement's provisions are severable. No waiver will be construed as a continuing waiver or consent to a later breach. Rights and remedies are cumulative. This Agreement is the parties' full and final agreement and may not be modified except in writing signed by all parties. This Agreement will be interpreted according to substantive Utah law. Each party has been afforded the opportunity to review this Agreement with his own counsel. Upon reasonable request, the parties will take such further actions as are reasonably necessary to fulfill the intent of this Agreement. No third-party beneficiary rights are intended. Each individual signing this Agreement in a representative capacity warrants his/her authority to bind the party. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature

Executed on February 23 2019

Executed on February 11, 2019
March


Brighton Farms, LC
By: Bruce Brighton, Member


J. Kevin Bird, Trustee

Certificate of Notice Page 7 of 7
United States Bankruptcy Court
District of Utah

In re:
Alfred Don Davies
Mary Jane Davies
Debtors

Case No. 17-26875-JTM
Chapter 7

CERTIFICATE OF NOTICE

District/off: 1088-2

User: djf
Form ID: pdforl

Page 1 of 1
Total Noticed: 1

Date Rcvd: Apr 03, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on
Apr 05, 2019.
db/jdb +Alfred Don Davies, Mary Jane Davies, P.O. Box 263, Myton, UT 84052-0263

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 05, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 3, 2019 at the address(es) listed below:

Adam S. Affleck on behalf of Trustee J. Kevin Bird tr asa@pyglaw.com,
debbie@princeyeates.com;docket@princeyeates.com;andalin@princeyeates.com
Darwin H. Bingham on behalf of Creditor Mountain America Federal Credit Union
dbingham@scalleyreading.net, cat@scalleyreading.net
G. Troy Parkinson on behalf of Creditor Zions First National Bank gtp@princeyeates.com,
docket@princeyeates.com;karens@princeyeates.com;lisa@princeyeates.com
J. Kevin Bird tr jkevinbird@birdfugal.com,
kbird@ecf.epiqsystems.com;kbtrustee@aol.com;melanie@birdfugal.com;jkb@trustesolutions.net
Mark C. Rose on behalf of Debtor Alfred Don Davies mrose@mbt-law.com, markcroselegal@gmail.com
Mark C. Rose on behalf of Joint Debtor Mary Jane Davies mrose@mbt-law.com,
markcroselegal@gmail.com
Marlon L. Bates on behalf of Creditor Mountain America Federal Credit Union
marlon@scalleyreading.net, jackie@scalleyreading.net
United States Trustee USTPRegion19.SK.ECF@usdoj.gov

TOTAL: 8